

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

BRIAN COFFEY	) CASE NO. 1:18cv02675
	)
Plaintiff,	) JUDGE CHRISTOPHER A. BOYKO
	)
vs.	)
	)
BUCKEYE SHAKER SQUARE	) <u>DEFENDANTS KENNETH L.</u>
DEVELOPMENT CORPORATION, <i>et</i>	) <u>JOHNSON AND GARNELL</u>
<i>al.</i>	) <u>JAMISON'S RENEWED MOTION FOR</u>
	) <u>LEAVE TO FILE ANSWER,</u>
Defendants.	) <u>INSTANTER WITH SUPPORTING</u>
	) <u>AFFIDAVITS ATTACHED</u>

NOW COME Defendants Kenneth L. Johnson and Garnell Jamison, by and through their legal counsel, Forbes, Fields & Associates Co., L.P.A., and hereby move this Honorable Court, pursuant to Rule 6(b) of the Federal Rules of Civil Procedure, to allow said Defendants to file their Answer, Instanter, a copy of which is attached hereto as Exhibit "A". Rule 6(b) states in pertinent part:

(b) Extending Time

When an act may or must be done within a specified time, the court may, for good cause, extend the time...(B) on motion made after the time has expired if the party failed to act because of excusable neglect.

Defendants Kenneth L. Johnson and Garnell Jamison are seeking Leave to File Answer Instanter, in conformity with this Court's August 1, 2019 Order, which stated *inter alia* "Should Defendants re-file their Motion for Leave, the Court requires each Defendant to submit an affidavit in support which demonstrates excusable neglect as provided in Fed. R. Civ. P. 6(b)."

In determining whether neglect to timely answer a Complaint was excusable or inexcusable, the Supreme Court of the United States has laid out a four factor balancing test. These factors are: (1) Whether the delay in filing was within the reasonable control of the movant; (2) The length of the delay and the delay's potential impact on judicial proceedings; (3) The danger of prejudice to the non-moving party; and (4) Whether the movant acted in good faith. *Pioneer Investment Services Co. v. Brunswick Associates, Ltd. Partnership*, 507 U.S. 380, 395 (1992).

The affidavits of both Kenneth Johnson and Garnell Jamison clearly demonstrate that this Court should grant Defendants Kenneth L. Johnson and Garnell Jamison's Renewed Motion for Leave to File Answer Instanter With Supporting Affidavits Attached. The facts, and circumstances, as contained in such affidavits, balance in favor of accepting each such Defendant's Answer.

Defendant Kenneth L. Johnson has presented evidence that he still has never been served with the Complaint, and actually only became aware that he was a Defendant when he received the Motion for Default Judgment in the mail, during the last week of June, 2019 (See Affidavit of Kenneth Johnson, Paragraphs 2, 3, and 12 attached hereto as Exhibit "B". (Subsequent references to this Affidavit are cited as "Johnson Affidavit, Paragraph \_\_\_\_\_").

Mr. Johnson resides at a home which has an address on Hampton Road, in Cleveland, Ohio, although the front door and mailbox are located on Ripley Avenue. As a result, his mail is often undelivered to his home (Johnson Affidavit, Paragraphs 14-16).

Mr. Johnson received a copy of the Motion for Default Judgment, which was filed on June 19, 2019, sometime during the last week of June, 2019. He was in his yard when the

mailman came by, and thus received the correspondence by seeing the mailman (Johnson Affidavit, Paragraphs 17-18).

When Mr. Johnson received the Motion, he became aware for the very first time, that he was a named Defendant in this action. He immediately contacted George L. Forbes, Esq., at Forbes, Fields & Associates Co., L.P.A. to represent him in this matter. Responses to the Motion for Default Judgment, and seeking Leave to File Answer Instanter, were quickly submitted to the Court, just a few days later (Johnson Affidavit, Paragraphs 19-22).

Further, Defendant Kenneth Johnson has meritorious defenses to this case. He has evidence that all purported class members have received their full wages, (Johnson Affidavit, Paragraphs 23, 24, 30), having been informed by Defendant John Hopkins, that the Cleveland Community Development Department released the funds to Buckeye Shaker Square Development Corporation, to pay all the wages to the class members approximately two days after this lawsuit was filed (Johnson Affidavit, Paragraph 30).

Defendant Kenneth L. Johnson's only association with the Buckeye Shaker Square Development Corporation is that he is the Cleveland City Councilman for that area. He was not the employer of any purported class member, nor was he a board member or manager for the agency. Finally, Cleveland City Council, in its legislative capacity, and not Kenneth Johnson, in any individual capacity, agreed to fund Buckeye Shaker Square Development Corporation (Johnson Affidavit, Paragraphs 25-30).

Defendant Garnell Jamison is also presenting similar evidence to Kenneth L. Johnson, which also demonstrates excusable neglect, thus allowing Defendant Jamison to file his Answer Instanter. Defendant Jamison's affidavit demonstrates that he also never received a copy of the Complaint in the mail. In fact, Defendant Jamison never even received a copy of the Motion for

Default Judgment directed against him, which was delivered to Defendant Johnson instead, (See Affidavit of Garnell Jamison, Paragraph 2,3,12 and 13, attached hereto as Exhibit C. (Subsequent references to this Affidavit are cited as "Jamison Affidavit, Paragraph \_\_\_\_\_").

Defendant Jamison never received the Motion for Default Judgment in the mail at his house. Instead, he was informed of the Motion by a telephone call from Defendant Kenneth L. Johnson, when the Motion was delivered to Mr. Johnson (Jamison Affidavit, Paragraph 16-18).

This was also the very first time that Garnell Jamison became aware that he was a named Defendant in this action. Along with Defendant Johnson, he immediately contacted George L. Forbes, Esq. at Forbes, Fields & Associates Co., L.P.A., to represent him in this matter, and the responses to the Motion for Default Judgment, and seeking Leave to File Answer Instanter, were expeditiously submitted to the Court just a few days later (Jamison Affidavit, Paragraphs 17, 19, 20, 21).

Further, Defendant Garnell Jamison also has meritorious defenses to this case. He also has evidence that all purported class members have received their full wages (Jamison Affidavit, Paragraphs 23, 27), having been informed by Defendant John Hopkins, that the Cleveland Community Development Department released the funds to Buckeye Shaker Square Development Corporation, to pay all the wages to the class members, approximately two days after this lawsuit was filed (Jamison Affidavit, Paragraph 27).

Mr. Jamison was an employee of Buckeye Shaker Square Development Corporation. He was not the employer of any purported class member, nor was he a board member or manager for the agency (Jamison Affidavit, Paragraphs 24-26).

The delay in filing the Answer was not within the reasonable control of Defendants Johnson and Jamison. Neither of them have ever actually been served with Plaintiff's Complaint. Defendants Johnson and Jamison did not become aware of this action until Defendant Johnson was served with Plaintiff's Motion for Default Judgment, which was filed on June 19, 2019. (Johnson Affidavit Paragraphs 2,3,12,17,18; Jamison Affidavit Paragraphs 2,3,12,13,16-18). Further, any purported delay will not impact judicial proceedings, as the potential class has not yet been approved by this Court, and this Court has not yet heard any of the legitimate defenses which will be asserted by Defendants Johnson and Jamison. Thus, Plaintiff will not be prejudiced if Defendants are allowed to file their Answer Instanter.

In contrast, Defendants Johnson and Jamison, who did not receive service of the Plaintiff's Complaint, will be extremely prejudiced if they are not allowed to file their Answer, Instanter. It would be unjust to allow this action to be decided on a procedural technicality, rather than on the merits. *See i.e. U.S. v. \$22,500.00 U.S. Currency*, 595 F.3rd 318, 322 (6th Cir., 2010), *Rodriguez v. Village Green Realty, LLC*, 788 F. 3d 31, 47 (2<sup>nd</sup> Cir. 2015).

Defendants Johnson and Jamison have acted in good faith, because they were not aware of the filing of Plaintiff's Complaint, through no fault of their own, until they became aware, at the end of June, 2019, of a Motion for Default Judgment filed against them. Thus, the delay in filing their Answer was not within the reasonable control of the Movants, and the first factor cited in *Pioneer Investment Services Co., supra*, must be decided in favor of Defendants Johnson and Jamison.

Once Johnson and Jamison became aware of the Complaint, and the Motion for Default Judgment, the original Motion to File Answer Instanter was promptly filed. Thus, the second

factor cited in *Pioneer Investment Services Co.*, *supra*, the length of delay, must also be decided in favor of Johnson and Jamison.

There is no prejudice to the non-moving party by allowing Johnson and Jamison's Answer to be filed. Said Defendants have meritorious defenses to this matter, and will present evidence that the purported class members have already been paid. Further, they will present evidence that they were not the supervisors for these purported class members, do not manage Buckeye Shaker Square Development Corporation, and would not be responsible for their salaries in any circumstance. Thus, factors three and four of *Pioneer Investment Services Co.*, *supra*, must also be decided in favor of allowing Johnson and Jamison to file their Answer.

All four factors of the balancing test laid out by the Supreme Court of the United States in *Pioneer Investment Services Co. v. Brunswick Associates, Ltd Partnership*, 507 U.S. 380, 395 (1992) weigh in favor of granting Defendants Johnson and Jamison's Motion for Leave to File Answer Instanter. Thus, their Answer should be accepted by this Honorable Court, so that this case can be decided on the merits.

**WHEREFORE**, for all the foregoing reasons, Defendants Kenneth L. Johnson and Garnell Jamison, pray that their Renewed Motion for Leave to File Answer Instanter With Supporting Affidavits Attached, be granted.

Respectfully submitted,

**FORBES, FIELDS & ASSOCIATES CO., L.P.A.**

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/s/ Scott H. Schooler  
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Counsel for Defendants  
Kenneth L. Johnson  
Garnell Jamison

**CERTIFICATE OF SERVICE**

A copy of the foregoing Defendants Kenneth L. Johnson and Garnell Jamison's Motion for Leave to File Answer, Instanter was served via the Court's electronic case filing system on this 12th day of August, 2019, to the following:

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Kenneth L. Johnson  
Garnell Jamison

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

**BRIAN COFFEY**

) CASE NO.: 1:18cv02675

)

**Plaintiff,**

) JUDGE CHRISTOPHER A BOYKO

)

**vs.**

)

)

**BUCKEYE SHAKER SQUARE ) ANSWER OF GARNELL JAMISON AND  
DEVELOPMENT CORPORATION, ) KENNETH L. JOHNSON  
et.al. )**

)

)

**Defendants.**

Defendants, Garnell Jamison (“Jamison”) and Kenneth L. Johnson (“Johnson”) (herein referred to as the “Jamison and Johnson Defendants”), for their Joint Answer and Affirmative Defenses to the Complaint of Brian Coffey (“Complaint”), state the following:

**INTRODUCTION**

1. The Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 1 of the Complaint.
2. Paragraph 2 of the Complaint states legal conclusions to which no response is necessary. To the extent an answer is required, said Jamison and Johnson Defendants deny the assertion that this case is properly filed as a “collective action”. Answering further, said Jamison and Johnson Defendants deny each and every remaining allegation contained in Paragraph 2 of the Complaint.



3. Paragraph 3 of the Complaint states legal conclusions to which no response is necessary. To the extent an answer is required, said Jamison and Johnson Defendants deny the assertion that this case is properly filed as a "class action". Answering further, said answering Jamison and Johnson Defendants deny each and every remaining allegation contained in Paragraph 3 of the Complaint not specifically admitted herein.

#### **JURISDICTION AND VENUE**

4. Said answering Jamison and Johnson Defendants admit that this Court has jurisdiction over the FLSA claims in the Complaint, but deny the each and every remaining allegation set forth in Paragraph 4 of the Complaint.

5. Said answering Jamison and Johnson Defendants admit that this Court has supplemental jurisdiction over the state law claims in the Complaint, but deny each and every remaining allegation set forth in Paragraph 5 of the Complaint.

6. Said answering Jamison and Johnson Defendants admit that venue is proper over the FLSA claims and state law claims, but deny each and every remaining allegation set forth in Paragraph 6 of the Complaint.

#### **PARTIES**

7. Said answering Jamison and Johnson Defendants deny, for want of knowledge, the allegations and averments contained in Paragraph 7 of the Complaint.

8. In regards to Paragraph 8, of the Complaint, said Jamison and Johnson Defendants admit that Defendant Buckeye Shaker Square Development Corporation is doing business in Cleveland, Ohio, and that its principal office is at 11802 Buckeye Road, Cleveland,

Ohio 44124. Said Jamison and Johnson Defendants deny the remaining allegations and averments of Paragraph 8 for want of knowledge.

9. The Jamison and Johnson Defendants admit that Defendant John Hopkins is an officer and/or manager of Defendants Buckeye Shaker Square Development Corporation. The Jamison and Johnson Defendants deny the remaining allegations and averments of Paragraph 9 not specifically herein admitted.

### **FACTUAL ALLEGATIONS**

#### **Defendants' Business**

10. In response to Paragraph 10 of the Complaint, said answering Jamison and Johnson Defendants admit that Buckeye Shaker Square Development Corporation is a community development corporation which serves the Buckeye area of Cleveland, Ohio, but deny the remaining allegations set forth in Paragraph 10 of the Complaint, for want of knowledge.

11. The Jamison and Johnson Defendants admit the allegations and averments of Paragraph 11 of the Complaint.

12. Said answering Jamison and Johnson Defendants admit the allegations set forth in Paragraph 12 of the Complaint.

13. Said answering Jamison and Johnson Defendants admit that Buckeye Shaker Square Development Corporation employed non-exempt employees, but deny each and every other allegation set forth in Paragraph 13 of the Complaint.

14. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 14 of the Complaint.

**Plaintiff, the Potential Opt-Ins and Class Members**

15. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 15 of the Complaint.

16. Said answering Jamison and Johnson Defendants deny the allegations and averments of Paragraph 16 for want of knowledge.

17. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 17 of the Complaint for want of knowledge.

**Defendants' Alleged Failure to Pay Employees for All Hours Worked**

18. Paragraph 18 of the Complaint states legal conclusions to which no response is necessary. To the extent an answer is required, said Jamison and Johnson Defendants deny the allegations and averments of Paragraph 18 for want of knowledge.

19. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 19 of the Complaint

**Defendants' Alleged Failure to Pay Minimum Wages**

20. Paragraph 20 of the Complaint states legal conclusions to which no response is necessary. To the extent an answer is required, said Jamison and Johnson Defendants deny the allegations and averments of Paragraph 20 for want of knowledge.

21. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 21 of the Complaint.

**Defendants' Status as "Employers"**

22. Paragraph 22 of the Complaint states legal conclusions to which no response is necessary. To the extent answer is required, said Jamison and Johnson Defendants deny the allegations and averments of Paragraph 22 for want of knowledge.

23. Paragraph 23 of the Complaint states legal conclusions to which no response is necessary. To the extent an answer is required, said Jamison and Johnson Defendants deny the allegation and averments of Paragraph 23.

24. Paragraph 24 of the Complaint states legal conclusions to which no response is necessary. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 24 of the Complaint, for want of knowledge.

25. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 25 of the Complaint.

26. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 26 of the Complaint.

**Willfulness of Defendants' Alleged Violations**

27. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 27 of the Complaint.

28. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 28 of the Complaint.

**ANSWER TO COLLECTIVE ACTION ALLEGATIONS**

29. In answer to Paragraph 29 of the Complaint, said answering Jamison and Johnson Defendants incorporate by reference, as if fully rewritten herein, their responses to Paragraphs 1 through 28 of the Complaint as set forth above.

30. Paragraph 30 of the complaint states legal conclusions to which no response is necessary. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 30 of the Complaint, as applicable to them.

31. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 31 of the Complaint as applicable to them.

32. Said answering Jamison and Johnson Defendants deny each and every allegation and averment set forth in Paragraph 32 of the Complaint.

33. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 33 of the Complaint.

34. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 34 of the Complaint.

**ANSWER TO CLASS ACTION ALLEGATIONS**

35. In Answer to Paragraph 35 of the Complaint, said answering Jamison and Johnson Defendants incorporate by reference, as if fully rewritten herein, their response to Paragraphs 1 through 34 of the Complaint.

36. Paragraphs 36 of the Complaint states legal conclusions to which no response is necessary. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 36 of the Complaint as applicable to them.

37. Paragraph 37 of the Complaint states legal conclusions to which no response is necessary. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 37 of the Complaint, as applicable to them.

38. Paragraph 38 of the Complaint states legal conclusions to which no response is necessary. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 38 of the Complaint, as applicable to them.

39. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 39 of the Complaint.

40. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 40 of the Complaint.

41. In regards to Paragraph 41 of the Complaint, said answering Jamison and Johnson Defendants deny, for want of knowledge, whether Plaintiff's counsel has broad experience in handling class action litigation. Said answering Defendants deny the remainder of each and every other allegation and/or averment set forth in Paragraph 41 of the Complaint.

42. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 42 of the Complaint.

43. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 43 of the Complaint.

**ANSWER TO COUNT ONE**  
**(FLSA Minimum Wage Violations)**

44. In response to Paragraph 44 of the Complaint, said answering Jamison and Johnson Defendants incorporate by reference, as if fully rewritten herein, their responses to Paragraphs 1 through 43 of the Complaint.

45. Paragraph 45 of the Complaint states legal conclusions to which no response is necessary. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 45 of the Complaint.

46. Paragraph 46 of the Complaint states legal conclusions to which no response is necessary. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 45 of the Complaint, as applicable to them.

47. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 47 of the Complaint.

48. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 48 of the Complaint.

49. Paragraph 49 of the Complaint states legal conclusions to which no response is necessary. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every remaining allegation and averment set forth in Paragraph 49 of the Complaint, for want of knowledge.

**ANSWER TO COUNT TWO**  
**(Ohio Minimum Wage Violations)**

50. In response to Paragraph 50 of the Complaint, said answering Jamison and Johnson Defendants incorporate by reference, as if fully rewritten herein, their responses to Paragraphs 1 through 49 of the Complaint.

51. Paragraph 51 of the Complaint states legal conclusions to which no response is necessary. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 51 of the Complaint, as applicable to them.

52. Paragraph 52 of the Complaint states legal conclusions to which no response is necessary. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 52 of the Complaint, as applicable to them.

53. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 53 of the Complaint.

**ANSWER TO COUNT THREE**  
**(Breach of Contract)**

54. In response to Paragraph 54 of the Complaint, said answering Jamison and Johnson Defendants incorporate by reference, as if fully rewritten herein, their responses to Paragraph 1 through 53 of the Complaint.

55. Paragraph 55 of the Complaint states legal conclusions to which no response is required. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 55 of the Complaint.

56. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 56 of the Complaint.

**ANSWER TO COUNT FOUR**  
**(Unjust Enrichment)**

57. In response to Paragraph 57 of the Complaint, said answering Jamison and Johnson Defendants incorporate by reference, as if fully rewritten herein, their responses to Paragraphs 1 through 56 of the Complaint.

58. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 58 of the Complaint.

59. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 59 of the Complaint.

60. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 60 of the Complaint.

**ANSWER TO COUNT FIVE**  
**(Fraudulent Transfer Liability)**

61. In response to Paragraph 61 of the Complaint, said answering Jamison and Johnson Defendants incorporate by reference, as if fully rewritten herein, their responses to Paragraph 1 through 60 of the Complaint.

62. Paragraph 62 of the Complaint states a legal conclusion to which no response is required. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 62 of the Complaint, for want of knowledge.

63. Paragraph 63 of the Complaint states a legal conclusion to which no response is required. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 63 of the Complaint for want of knowledge.

64. Paragraph 64 of the Complaint states a legal conclusion to which no response is required. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 64 of the Complaint for want of knowledge.

65. Paragraph 65 of the Complaint states a legal conclusion to which no response is required. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 65 of the Complaint.

66. Paragraph 66 of the Complaint states a legal conclusion to which no response is required. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 66 of the Complaint, for want of knowledge.

67. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 67 of the Complaint.

68. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 68 of the Complaint.

69. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 69 of the Complaint.

70. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 70 of the Complaint.

71. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 71 of the Complaint.

72. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 72 of the Complaint.

73. Paragraph 73 of the Complaint states a legal conclusion to which no response is required. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 73 of the Complaint.

74. Paragraph 74 of the Complaint states a legal conclusion to which no response is required. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 74 of the Complaint.

**ANSWER TO COUNT SIX**  
**(Civil Conspiracy to Commit Fraudulent Transfers)**

75. In response to Paragraph 75 of the Complaint, said answering Jamison and Johnson Defendants incorporate by reference, as if fully rewritten, herein, their responses to Paragraphs 1 through 74 of the Complaint.

76. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 76 of the Complaint.

77. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 77 of the Complaint.

**ANSWER TO COUNT SEVEN**  
**(Declaratory Relief)**

78. In response to Paragraph 78 of the Complaint, said answering Jamison and Johnson Defendants incorporate by reference, as if fully rewritten herein, their responses to Paragraphs 1 through 77 of the Complaint.

79. Paragraph 79 of the Complaint states a legal conclusion to which no response is necessary. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 79 of the Complaint, for want of knowledge.

80. Paragraph 80 of the Complaint states a legal conclusion to which no response is necessary. To the extent an answer is required, said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 80 of the Complaint.

81. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 81 of the Complaint.

82. Said answering Jamison and Johnson Defendants deny each and every allegation set forth in Paragraph 82 of the Complaint.

#### **AFFIRMATIVE DEFENSES**

1. Said answering Jamison and Johnson Defendants deny each and every allegation not expressly admitted in this Answer.

2. Plaintiff has failed to state a claim upon which relief can be granted and therefore this Court should dismiss the Complaint.

3. Plaintiff has failed to exhaust his/their administrative remedies and therefore this Court should dismiss the Complaint.

4. Plaintiff, and/or any purported class member, has been paid and/or received all wages due to him/them.

5. Plaintiff, and/or any purported class member, has failed, refused, and/or neglected to mitigate or avoid damages complained of in the Complaint.

6. Plaintiff's claims, and those of any purported class member, are barred, in whole or in part, by any and all relevant statutes of limitations, and/or jurisdictional prerequisites.

7. Plaintiff's claims, and those of any purported class member, are barred, in whole or in part, because they request relief which exceeds that available under applicable law.

8. Collective and/or class action status is not warranted by the existing facts of this case.

9. The claims of Plaintiff and/or some or all of the purported class members, fail due to settlement, compromise, accord and satisfaction, offer, discharge of obligation, release, and/or payment.
10. This Court lacks subject matter jurisdiction concerning some or all of Plaintiffs claims.
11. Plaintiff's Complaint is barred, in whole or in part, for insufficiency of process.
12. Plaintiff's Complaint is barred, in whole or in part, for insufficiency of service of process.
13. No actions or inactions of these answering Defendants were the proximate cause of Plaintiff and/or some or all of the purported class members, alleged damages.
14. Some or all of Plaintiff's claims fail for lack of standing.
15. These answering Jamison and Johnson Defendants had no contractual relationship with Plaintiff.
16. These answering Jamison and Johnson Defendants did not breach any contract with Plaintiffs and/or any purported class member.
17. These answering Jamison and Johnson Defendants are not "employers" pursuant to state and/or federal law.
18. These answering Jamison and Johnson Defendants have at all times relevant to the allegations contained in Plaintiff's Complaint, acted in the utmost good faith in their relationship with Plaintiff.
19. These answering Jamison and Johnson Defendants owed no affirmative duty to act toward the Plaintiff.
20. Plaintiff's injuries or damages, if any, were caused by the acts, conduct and omissions of individuals other than the Jamison and Johnson Defendants.

21. Defendants Jamison and Johnson reserve the right to assert additional defenses as they become known throughout the course of discovery.

**PRAYER FOR RELIEF**

WHEREFORE, having fully answered the Complaint and asserting affirmative defenses, Defendants Garnell Jamison and Kenneth Johnson, pray that this Court will dismiss the Complaint and enter judgment in their favor and that they be granted their costs, expenses, and such other further relief as this Court deems just and equitable.

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Garnell Jamison

**CERTIFICATE OF SERVICE**

A copy of the foregoing Answer of Garnell Jamison and Kenneth L. Johnson was served via the Court's electronic case filing system on this 12th day of August, 2019, to the following:

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Cleveland, Ohio 44114  
O: (216) 685-4752  
F: (216) 579-1020  
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Counsel for Defendants  
Buckeye Shaker Square Development Corporation  
John Hopkins

5. Brent M. Buckley, Esq.  
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Counsel for Defendants  
Buckeye Shaker Square Development Corporation  
John Hopkins

---

/s/ Scott H. Schooler  
GEORGE L. FORBES #0010716  
SCOTT H. SCHOOLER #0016517

Counsel for Defendants  
Kenneth L. Johnson  
Garnell Jamison

STATE OF OHIO  
COUNTY OF CUYAHOGA

)  
) SS:  
)

AFFIDAVIT

KENNETH JOHNSON, being first duly sworn according to law, deposes and states that:

1. I am one of the named Defendants in the case captioned Brian Coffey etc v. Buckeye Shaker Square Development Corporation et al., Case No.: 1:18-CV-02675-CAB in the United States District Court, Northern District of Ohio.
2. As will be fully explained in this Affidavit, despite representations made by Plaintiff's legal counsel to the contrary, I was never served with the Complaint, and I was only made aware of the legal circumstance that I was a Defendant in this case when I received a copy of the Motion for Default Judgment in the mail, during the last week of June, 2019.
3. In fact, I still have never been actually served with the Complaint.
4. I have reviewed the Docket in this case, which indicated that a Complaint was filed on November 18, 2018 (Docket Entry No. 1).
5. I have attached a copy of the Docket to this Affidavit.
6. The Docket further indicates that on March 5, 2019 a Case Management Conference was held.
7. The Minutes of Proceedings for such Case Management Conference indicates that "service shall be completed on Defendants, Johnson and Jamison with 30 days".
8. These Minutes of Proceedings indicate that I had not been served with the Complaint, as of that date (March 5, 2019).
9. Docket Entry 11 indicates that as of March 25, 2019, there was a return of service of Complaint, showing service to be unexecuted.



10. Docket Entry 12 indicates that on April 15, 2019, there was a request to serve the Complaint by ordinary mail.

11. Docket Entry 14, indicates that the Complaint was mailed to me on April 16, 2019.

12. Although Docket Entry 14, indicates that the Complaint was sent by ordinary mail to me, I never received it in the mail.

13. Docket Entry 14 listed my correct address. Nevertheless, I did not receive the Complaint in the mail.

14. My home is located at the intersection of Hampton Road and Ripley Avenue, in Cleveland, Ohio.

15. The two front doors, and the mailbox, to my home, are located on Ripley Avenue. There is no front door, nor mailbox, on Hampton Road.

16. As a result of the location of my mailbox on Ripley Avenue, often my mail becomes undelivered.

17. The Docket (Entry No. 17) indicates that a Motion for Default Judgment was filed against me on June 19, 2019.

18. I received a copy of the Motion for Default Judgment in the mail shortly thereafter. The reason I received this mailing was that I was out my yard when the mailman was delivering the mail.

19. When I received the Motion for Default Judgement, this was the first time I became aware of the fact that I was a named Defendant in this case.

20. Upon receipt, I immediately contacted George L. Forbes, Esq. at Forbes, Fields & Associates Co., L.P.A. to represent me in this matter.

21. Forbes, Fields & Associates Co. L.P.A. filed my Opposition to the Motion for Default Judgment on July 3, 2019, within the time allowed by Court rule.

22. On July 3, 2019, I also filed a Motion for Leave to File Answer, Instanter, which was denied by this Court pursuant to its August 1, 2019 Ruling.

23. I have meritorious defenses to this case.

24. I know for a fact that all purported 44 class members have received their full wages.

25. Further, my association with Buckeye Shaker Square Development Corporation is that of being the Cleveland City Councilman in the ward of the City of Cleveland that it is located in.

26. I was not the class members' employer, nor do I have any formal employment or management relationship with Buckeye Shaker Square Development Corporation.

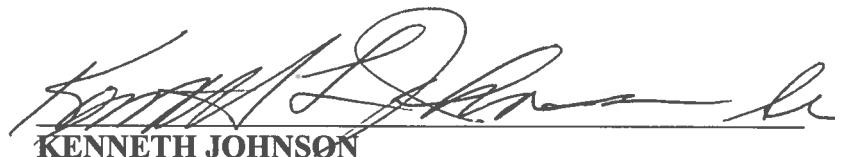
27. I have never been a board member, nor employee, of Buckeye Shaker Square Development Corporation.

28. I, as the Councilman, recommended to Cleveland City Council that Buckeye Shaker Square Development Corporation, along with hundreds of other entities, be funded. Cleveland City Council, as a whole, approved the funding, and Mayor Frank Jackson signed the legislation awarding them funding.

29. No one Councilman can fund any group. The Cleveland City Council must act in its legislative capacity, as a whole, concerning any funding request.

30. I was informed, in a conversation with Defendant John Hopkins, that the Cleveland Community Development Department released the funds to Buckeye Shaker Square Development Corporation to pay all the wages to the class members, approximately two days after this lawsuit was filed.

**AFFIANT FURTHER SAYETH NAUGHT.**



**KENNETH JOHNSON**

**SWORN TO BEFORE ME** and subscribed in my presence on this 7th day of August, 2019.



**NOTARY PUBLIC**

**SCOTT H. SCHOOLER, ESQ.**  
**NOTARY PUBLIC • STATE OF OHIO**  
My commission has no expiration date  
Section 147.03 O.R.C.

**U.S. District Court**  
**Northern District of Ohio (Cleveland)**  
**CIVIL DOCKET FOR CASE #: 1:18-cv-02675-CAB**

Coffey v. Buckeye Shaker Square Development Corporation et al  
Assigned to: Judge Christopher A. Boyko  
Demand: \$500,000,000  
Cause: 29:201 Fair Labor Standards Act

Date Filed: 11/18/2018  
Jury Demand: Plaintiff  
Nature of Suit: 710 Labor: Fair Standards  
Jurisdiction: Federal Question

**Plaintiff**

**Brian Coffey**  
*On behalf of himself and all others similarly situated*

represented by **Thomas A. Downie**  
Ste. 104  
46 Chagrin Falls Plaza  
Chagrin Falls, OH 44022  
440-973-9000  
Fax: 440-210-4610  
Email: tom@chagrinlaw.com  
**ATTORNEY TO BE NOTICED**

**Scott D. Perlmutter**  
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**ATTORNEY TO BE NOTICED**

V.

**Defendant**

**Buckeye Shaker Square Development Corporation**

represented by **David L. Moore**  
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600 Superior Avenue, E  
Cleveland, OH 44114  
216-363-1400  
Fax: 216-579-1020  
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**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**Elizabeth A. Crosby**  
Buckley King - Cleveland  
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600 Superior Avenue, E  
Cleveland, OH 44114  
216-685-4752

8/7/2019

Northern District of Ohio

Fax: 216-579-1020

Email: crosby@buckleyking.com

**LEAD ATTORNEY**

**ATTORNEY TO BE NOTICED**

**Brent M. Buckley**

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600 Superior Avenue, E

Cleveland, OH 44114

216-363-1400

Fax: 216-579-1020

Email: buckley@buckleyking.com

**ATTORNEY TO BE NOTICED**

**Defendant**

**John Hopkins**

represented by **David L. Moore**

(See above for address)

**LEAD ATTORNEY**

**ATTORNEY TO BE NOTICED**

**Elizabeth A. Crosby**

(See above for address)

**LEAD ATTORNEY**

**ATTORNEY TO BE NOTICED**

**Brent M. Buckley**

(See above for address)

**ATTORNEY TO BE NOTICED**

**Defendant**

**Garnell Jamison**

represented by **George L. Forbes**

Forbes, Fields & Associates

700 Rockefeller Bldg.

614 West Superior Avenue

Cleveland, OH 44113

216-696-8076

**ATTORNEY TO BE NOTICED**

**Scott H. Schooler**

Forbes, Fields & Associates

700 Rockefeller Bldg.

614 Superior Avenue, W

Cleveland, OH 44113

216-696-7170

Fax: 216-696-8076

Email: sschooler@forbes-fields.com

**ATTORNEY TO BE NOTICED**

**Defendant**

**Kenneth L. Johnson**

represented by **George L. Forbes**

(See above for address)

**ATTORNEY TO BE NOTICED**

**Scott H. Schooler**  
 (See above for address)  
**ATTORNEY TO BE NOTICED**

Date Filed	#	Docket Text
11/18/2018	<u>1</u>	<b>Complaint</b> Class and collective Action with jury demand against All Defendants. Filing fee paid \$ 400, Receipt number 0647-9013796. Filed by Brian Coffey. (Attachments: # <u>1</u> Exhibit Coffey Opt-In Form, # <u>2</u> Civil Cover Sheet) (Perlmutter, Scott) (Entered: 11/18/2018)
11/19/2018		Judge Christopher A. Boyko assigned to case, (B,R) (Entered: 11/19/2018)
11/19/2018		Random Assignment of Magistrate Judge pursuant to Local Rule 3.1. In the event of a referral, case will be assigned to Magistrate Judge William H. Baughman, Jr. (B,R) (Entered: 11/19/2018)
11/19/2018	<u>2</u>	Magistrate Consent Form issued. Summons were not provided and were not issued. (B,R) (Entered: 11/19/2018)
11/21/2018	<u>3</u>	Notice of Appearance of Counsel filed by All Defendants. (Buckley, Brent) (Entered: 11/21/2018)
11/29/2018	<u>4</u>	Amended Notice of Appearance of Counsel filed by Buckeye Shaker Square Development Corporation. (Buckley, Brent) (Entered: 11/29/2018)
12/06/2018	<u>5</u>	Corporate Disclosure Statement filed by Buckeye Shaker Square Development Corporation. (Buckley, Brent) (Entered: 12/06/2018)
12/27/2018	<u>6</u>	Waiver of Service Returned Executed by Brian Coffey. Buckeye Shaker Square Development Corporation waiver sent on 11/19/2018, answer due 1/18/2019; John Hopkins waiver sent on 11/19/2018, answer due 1/18/2019 filed on behalf of Brian Coffey (Perlmutter, Scott) (Entered: 12/27/2018)
01/18/2019	<u>7</u>	<b>Answer</b> to <u>1</u> Complaint, filed by Buckeye Shaker Square Development Corporation, John Hopkins. (Buckley, Brent) (Entered: 01/18/2019)
02/11/2019	<u>8</u>	<b>Case Management Conference Scheduling Order</b> with case management conference to be held on 3/5/2019 at 11:00 AM at Chambers 15B. Judge Christopher A. Boyko on 2/11/2019. (Attachments: # <u>1</u> Report of Parties' Planning Meeting, # <u>2</u> Consent Package) (H,CM) (Entered: 02/11/2019)
02/22/2019	<u>9</u>	Original Summons issued at counter for service upon Garnell Jamison, Kenneth L. Johnson. (B,R) (Entered: 02/22/2019)
02/22/2019		Service by Clerk. Summons and Complaint addressed to Garnell Jamison, Receipt # 70151520000208933114 and Kenneth L. Johnson Receipt # 7015152000020893107 placed in U.S. Mail. Type of service: certified mail.. (B,R) (Entered: 02/22/2019)
03/04/2019	<u>10</u>	Report of Parties' Planning Meeting - parties do not consent to this case being assigned to the magistrate judge, filed by Brian Coffey. (Perlmutter, Scott) (Entered: 03/04/2019)
03/05/2019		<b>Minutes of proceedings</b> [non-document] before Judge Christopher A. Boyko. Case Management Conference held on 3/5/2019. Case is assigned to the standard track. Service shall be completed on Defendants Johnson and Jamison within 30 days. Telephone Conference set for 4/10/2019 at 2:00 PM. Plaintiff's counsel shall initiate. Court will set

8/7/2019

Northern District of Ohio

		further schedule thereafter. (Court Reporter: none.) Time: 25 mins. (S,SR) (Entered: 03/05/2019)
03/25/2019	<u>11</u>	Return of Service by Clerk unexecuted upon Ken Johnson and Garnell Jamison. Service attempted by certified mail on 3/18/19 filed on behalf of Brian Coffey Related document(s) <u>9</u> , <u>1</u> . (W,CM) (Entered: 03/26/2019)
04/10/2019		<b>Minutes of proceedings</b> [non-document] before Judge Christopher A. Boyko. Telephone Status Conference held on 4/10/2019. Telephone Status Conference set for 4/30/2019 at 03:00 PM. Plaintiff's counsel shall initiate. (Court Reporter: None; Time: 10 min.) (H,CM) (Entered: 04/10/2019)
04/15/2019	<u>12</u>	Request to Clerk for service upon Garnell Jamison, Kenneth L. Johnson by Ordinary mail. filed by Brian Coffey. (Attachments: # <u>1</u> Exhibit Certificate of Mailing)(Perlmutter, Scott) (Entered: 04/15/2019)
04/16/2019	<u>13</u>	Service by Clerk. Summons and Complaint addressed to Garnell Jamison placed in U.S. Mail. Type of service: ordinary mail. (W,CM) (Entered: 04/16/2019)
04/16/2019	<u>14</u>	Service by Clerk. Summons and Complaint addressed to Kenneth L. Johnson placed in U.S. Mail. Type of service: ordinary mail. (W,CM) (Entered: 04/16/2019)
04/30/2019		<b>Minutes of proceedings</b> [non-document] before Judge Christopher A. Boyko. Telephone Status Conference held on 4/30/2019. Settlement Conference set for 6/12/2019 at 02:00 PM in Chambers 15B. Lead counsel and all parties with full authority shall attend and comply with the Court's Standing Settlement Conference Order. (Court Reporter: None; Time: 10 min.) (H,CM) (Entered: 04/30/2019)
04/30/2019	<u>15</u>	<b>Settlement Conference Order</b> . Judge Christopher A. Boyko on 4/30/2019. (H,CM) (Entered: 04/30/2019)
06/13/2019		<b>Minutes of proceedings</b> [non-document] before Judge Christopher A. Boyko. Settlement Conference held 6/12/2019. Parties have reached a resolution and will file a joint motion for approval of class action settlement by 6/19/2019 at 12:00 noon. By the same date, Plaintiffs shall file their Application for Default as to Defendants Jamison and Johnson. (Court Reporter: None; Time: 20 min.) (H,CM) (Entered: 06/13/2019)
06/19/2019	<u>16</u>	<b>Joint Motion</b> for extension of time to File Settlement Documents until June 21, 2019 filed by Plaintiff Brian Coffey. (Downie, Thomas) (Entered: 06/19/2019)
06/19/2019	<u>17</u>	<b>Motion</b> for default judgment <i>against Defendants Kenneth Johnson and Garnell Jamison</i> filed by Plaintiff Brian Coffey. (Attachments: # <u>1</u> Exhibit 1 - Case Docket, # <u>2</u> Exhibit 2 - Certified Mail Returns, # <u>3</u> Exhibit 3 - Spreadsheet of Damages, # <u>4</u> Exhibit 4 - Perlmutter Declaration)(Perlmutter, Scott) (Entered: 06/19/2019)
06/20/2019		<b>Order</b> [non-document] granting <u>16</u> Joint Motion for extension of time to File Settlement Documents until June 21, 2019. Signed by Judge Christopher A. Boyko on 6/20/2019. (L,Ja) (Entered: 06/20/2019)
06/21/2019	<u>18</u>	<b>Joint Motion</b> Approval of Class and Collective action Settlement filed by Plaintiff Brian Coffey. (Attachments: # <u>1</u> Exhibit Settlement Agreement, # <u>2</u> Exhibit Proposed Preliminary Approval Order, # <u>3</u> Exhibit Proposed Notice)(Downie, Thomas) (Entered: 06/21/2019)
07/03/2019	<u>19</u>	Attorney Apperance of <i>Scott H. Schooler and George L. Forbes</i> filed by Garnell Jamison, Kenneth L. Johnson. (Schooler, Scott) (Entered: 07/03/2019)
07/03/2019	<u>20</u>	<b>Motion</b> for leave to File Answer, Instanter filed by Garnell Jamison, Kenneth L. Johnson. (Related document(s) <u>1</u> ). (Attachments: # <u>1</u> Pleading Answer) (Schooler, Scott) (Entered:

8/7/2019

Northern District of Ohio

		07/03/2019)
07/03/2019	<u>21</u>	<b>Opposition to <u>17</u> Motion for default judgment against Defendants Kenneth Johnson and Garnell Jamison, filed by Garnell Jamison, Kenneth L. Johnson. (Schooler, Scott)</b> (Entered: 07/03/2019)
07/10/2019	<u>22</u>	<b>Reply in support of <u>17</u> Motion for default judgment against Defendants Kenneth Johnson and Garnell Jamison, and Opposition to <u>20</u> Motion for leave to File Answer, Instanter, filed by Brian Coffey. (Attachments: # <u>1</u> Exhibit 1 - Cuyahoga County Auditor Printout, # <u>2</u> Exhibit 2 - Cuyahoga County Criminal Docket Printout, # <u>3</u> Exhibit 3 - Cleveland.com November 19, 2018 Story, # <u>4</u> Exhibit 4 - Cleveland.com June 13, 2019 Story)(Perlmutter, Scott) (Entered: 07/10/2019)</b>
07/30/2019	<u>23</u>	Settlement Notice <i>Agreement of Settlement and Release</i> filed by Buckeye Shaker Square Development Corporation, John Hopkins. (Buckley, Brent, s/ by Elizabeth A. Crosby). Modified on 8/5/10, filer notified that s/signature should be same as filer (H,SP) (Entered: 07/30/2019)
08/01/2019	<u>24</u>	<b>Order</b> denying Defendant's Motion for Leave to File Answer Instanter (Related Doc # <u>20</u> ). Judge Christopher A. Boyko on 8/1/2019.(W,CM) (Entered: 08/05/2019)

<b>PACER Service Center</b>			
<b>Transaction Receipt</b>			
08/07/2019 10:21:49			
PACER Login:	ff0294:2548742:0	Client Code:	
Description:	Docket Report	Search Criteria:	1:18-cv-02675-CAB
Billable Pages:	4	Cost:	0.40

**STATE OF OHIO** )  
 ) SS: **AFFIDAVIT**  
**COUNTY OF CUYAHOGA** )

**GARNELL JAMISON**, being first duly sworn according to law, deposes and states that:

I am one of the named Defendants in the case captioned Brian Coffey etc v. Buckeye Shaker Square Development Corporation et al., Case No.: 1:18-CV-02675-CAB in the United States District Court, Northern District of Ohio.

2. As will be fully explained in this Affidavit, despite representations made by Plaintiff's legal counsel to the contrary, I was never served with the Complaint. I was only made aware of the legal circumstance that I was a Defendant in this case when Kenneth Johnson received a copy of my Motion for Default Judgment in the mail, during the last week of June, 2019.

3. In fact, I still have never been actually served with the Complaint.

4. I have reviewed the Docket in this case, which indicated that a Complaint was filed on November 18, 2018 (Docket Entry No. 1).

5. I have attached a copy of the Docket to this Affidavit.

6. The Docket further indicates that on March 5, 2019 a Case Management Conference was held.

7. The Minutes of Proceedings for such Case Management Conference indicates that "service shall be completed on Defendants, Johnson and Jamison with 30 days".

8. These Minutes of Proceedings indicate that I had not been served with the Complaint, as of that date (March 5, 2019).

9. Docket Entry 11 indicates that as of March 25, 2019, there was a return of service of Complaint, showing service to be unexecuted.

10. Docket Entry 12 indicates that on April 15, 2019, there was a request to serve the Complaint by ordinary mail.



11. Docket Entry 13, indicates that the Complaint was mailed to me on April 16, 2019.

12. Although Docket Entry 13, indicates that the Complaint was sent by ordinary mail to me, I never received it in the mail.

13. Docket Entry 13 listed my correct address. Nevertheless, I did not receive the Complaint in the mail.

14. I do not know why I never received a copy of the Complaint if it was mailed to me.

15. The Docket (Entry No. 17) indicates that a Motion for Default Judgment was filed against me on June 19, 2019.

16. I never received a copy of the Motion for Default Judgment in the mail at my house. Apparently, the Motion for Default Judgment directed to me was mailed to Defendant Ken Johnson, who informed me of such document over the telephone.

17. This was the first time I became aware of the fact that I was a named Defendant in this case.

18. To date, I have never received either the Complaint, nor the Motion for Default Judgment, in the mail.

19. Upon being informed by Defendant Ken Johnson, I along with Defendant Ken Johnson, immediately contacted George L. Forbes, Esq. at Forbes, Fields & Associates Co., L.P.A. to represent me in this matter.

20. Forbes, Fields & Associates Co. L.P.A. filed my Opposition to the Motion for Default Judgment on July 3, 2019, within the time allowed by Court rule.

21. On July 3, 2019, I also filed a Motion for Leave to File Answer, Instanter, which was denied by this Court pursuant to its August 1, 2019 Ruling.

22. I have meritorious defenses to this case.
23. I know for a fact that all purported 44 class members have received their full wages.
24. Further, my association with Buckeye Shaker Square Development Corporation was that of an employee with the organization.
25. I was not the class members' employer, nor do I, or did I, have any management relationship with Buckeye Shaker Square Development Corporation.
26. I have never been a board member of Buckeye Shaker Square Development Corporation.
27. I was informed, in a conversation with Defendant John Hopkins, that the Cleveland Community Development Department released the funds to Buckeye Shaker Square Development Corporation to pay all the wages to the class members, approximately two days after this lawsuit was filed.

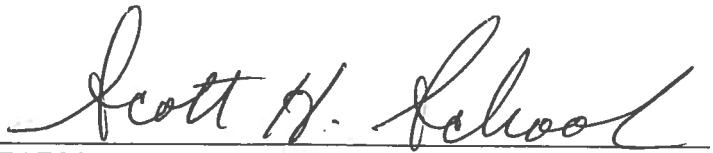
**AFFIANT FURTHER SAYETH NAUGHT.**



---

GARNELL JAMISON

**SWORN TO BEFORE ME** and subscribed in my presence on this 7th day of August, 2019.



---

SCOTT H. SCHOOLER  
NOTARY PUBLIC

SCOTT H. SCHOOLER, ESQ.  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

8/7/2019

Northern District of Ohio

Baughman,Cat06,Standard

**U.S. District Court  
Northern District of Ohio (Cleveland)  
CIVIL DOCKET FOR CASE #: 1:18-cv-02675-CAB**

Coffey v. Buckeye Shaker Square Development Corporation et al  
Assigned to: Judge Christopher A. Boyko  
Demand: \$500,000,000  
Cause: 29:201 Fair Labor Standards Act

Date Filed: 11/18/2018  
Jury Demand: Plaintiff  
Nature of Suit: 710 Labor: Fair Standards  
Jurisdiction: Federal Question

**Plaintiff**

**Brian Coffey**  
*On behalf of himself and all others similarly situated*

represented by **Thomas A. Downie**  
Ste. 104  
46 Chagrin Falls Plaza  
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440-973-9000  
Fax: 440-210-4610  
Email: tom@chagrinlaw.com  
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V.

**Defendant**

**Buckeye Shaker Square Development Corporation**

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Northern District of Ohio

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**Defendant**

**John Hopkins**

represented by **David L. Moore**  
(See above for address)  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**Elizabeth A. Crosby**  
(See above for address)  
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**Defendant**

**Garnell Jamison**

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700 Rockefeller Bldg.  
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Email: sschooler@forbes-fields.com  
**ATTORNEY TO BE NOTICED**

**Defendant**

**Kenneth L. Johnson**

represented by **George L. Forbes**  
(See above for address)  
**ATTORNEY TO BE NOTICED**

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Northern District of Ohio

**Scott H. Schooler**  
 (See above for address)  
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11/29/2018	<u>4</u>	Amended Notice of Appearance of Counsel filed by Buckeye Shaker Square Development Corporation. (Buckley, Brent) (Entered: 11/29/2018)
12/06/2018	<u>5</u>	Corporate Disclosure Statement filed by Buckeye Shaker Square Development Corporation. (Buckley, Brent) (Entered: 12/06/2018)
12/27/2018	<u>6</u>	Waiver of Service Returned Executed by Brian Coffey. Buckeye Shaker Square Development Corporation waiver sent on 11/19/2018, answer due 1/18/2019; John Hopkins waiver sent on 11/19/2018, answer due 1/18/2019 filed on behalf of Brian Coffey (Perlmutter, Scott) (Entered: 12/27/2018)
01/18/2019	<u>7</u>	<b>Answer</b> to <u>1</u> Complaint, filed by Buckeye Shaker Square Development Corporation, John Hopkins. (Buckley, Brent) (Entered: 01/18/2019)
02/11/2019	<u>8</u>	<b>Case Management Conference Scheduling Order</b> with case management conference to be held on 3/5/2019 at 11:00 AM at Chambers 15B. Judge Christopher A. Boyko on 2/11/2019. (Attachments: # <u>1</u> Report of Parties' Planning Meeting, # <u>2</u> Consent Package) (H,CM) (Entered: 02/11/2019)
02/22/2019	<u>9</u>	Original Summons issued at counter for service upon Garnell Jamison, Kenneth L. Johnson. (B,R) (Entered: 02/22/2019)
02/22/2019		Service by Clerk. Summons and Complaint addressed to Garnell Jamison, Receipt # 70151520000208933114 and Kenneth L. Johnson Receipt # 7015152000020893107 placed in U.S. Mail. Type of service: certified mail.. (B,R) (Entered: 02/22/2019)
03/04/2019	<u>10</u>	Report of Parties' Planning Meeting - parties do not consent to this case being assigned to the magistrate judge, filed by Brian Coffey. (Perlmutter, Scott) (Entered: 03/04/2019)
03/05/2019		<b>Minutes of proceedings</b> [non-document] before Judge Christopher A. Boyko. Case Management Conference held on 3/5/2019. Case is assigned to the standard track. Service shall be completed on Defendants Johnson and Jamison within 30 days. Telephone Conference set for 4/10/2019 at 2:00 PM. Plaintiff's counsel shall initiate. Court will set

8/7/2019

Northern District of Ohio

		further schedule thereafter. (Court Reporter: none.) Time: 25 mins. (S,SR) (Entered: 03/05/2019)
03/25/2019	<u>11</u>	Return of Service by Clerk unexecuted upon Ken Johnson and Garnell Jamison. Service attempted by certified mail on 3/18/19 filed on behalf of Brian Coffey Related document(s) <u>9</u> , <u>1</u> . (W,CM) (Entered: 03/26/2019)
04/10/2019		<b>Minutes of proceedings</b> [non-document] before Judge Christopher A. Boyko. Telephone Status Conference held on 4/10/2019. Telephone Status Conference set for 4/30/2019 at 03:00 PM. Plaintiff's counsel shall initiate. (Court Reporter: None; Time: 10 min.) (H,CM) (Entered: 04/10/2019)
04/15/2019	<u>12</u>	Request to Clerk for service upon Garnell Jamison, Kenneth L. Johnson by Ordinary mail. filed by Brian Coffey. (Attachments: # <u>1</u> Exhibit Certificate of Mailing)(Perlmutter, Scott) (Entered: 04/15/2019)
04/16/2019	<u>13</u>	Service by Clerk. Summons and Complaint addressed to Garnell Jamison placed in U.S. Mail. Type of service: ordinary mail. (W,CM) (Entered: 04/16/2019)
04/16/2019	<u>14</u>	Service by Clerk. Summons and Complaint addressed to Kenneth L. Johnson placed in U.S. Mail. Type of service: ordinary mail. (W,CM) (Entered: 04/16/2019)
04/30/2019		<b>Minutes of proceedings</b> [non-document] before Judge Christopher A. Boyko. Telephone Status Conference held on 4/30/2019. Settlement Conference set for 6/12/2019 at 02:00 PM in Chambers 15B. Lead counsel and all parties with full authority shall attend and comply with the Court's Standing Settlement Conference Order. (Court Reporter: None; Time: 10 min.) (H,CM) (Entered: 04/30/2019)
04/30/2019	<u>15</u>	<b>Settlement Conference Order.</b> Judge Christopher A. Boyko on 4/30/2019. (H,CM) (Entered: 04/30/2019)
06/13/2019		<b>Minutes of proceedings</b> [non-document] before Judge Christopher A. Boyko. Settlement Conference held 6/12/2019. Parties have reached a resolution and will file a joint motion for approval of class action settlement by 6/19/2019 at 12:00 noon. By the same date, Plaintiffs shall file their Application for Default as to Defendants Jamison and Johnson. (Court Reporter: None; Time: 20 min.) (H,CM) (Entered: 06/13/2019)
06/19/2019	<u>16</u>	<b>Joint Motion</b> for extension of time to File Settlement Documents until June 21, 2019 filed by Plaintiff Brian Coffey. (Downie, Thomas) (Entered: 06/19/2019)
06/19/2019	<u>17</u>	<b>Motion</b> for default judgment <i>against Defendants Kenneth Johnson and Garnell Jamison</i> filed by Plaintiff Brian Coffey. (Attachments: # <u>1</u> Exhibit 1 - Case Docket, # <u>2</u> Exhibit 2 - Certified Mail Returns, # <u>3</u> Exhibit 3 - Spreadsheet of Damages, # <u>4</u> Exhibit 4 - Perlmutter Declaration)(Perlmutter, Scott) (Entered: 06/19/2019)
06/20/2019		<b>Order</b> [non-document] granting <u>16</u> Joint Motion for extension of time to File Settlement Documents until June 21, 2019. Signed by Judge Christopher A. Boyko on 6/20/2019. (L,Ja) (Entered: 06/20/2019)
06/21/2019	<u>18</u>	<b>Joint Motion</b> Approval of Class and Collective action Settlement filed by Plaintiff Brian Coffey. (Attachments: # <u>1</u> Exhibit Settlement Agreement, # <u>2</u> Exhibit Proposed Preliminary Approval Order, # <u>3</u> Exhibit Proposed Notice)(Downie, Thomas) (Entered: 06/21/2019)
07/03/2019	<u>19</u>	Attorney Apperance of <i>Scott H. Schooler and George L. Forbes</i> filed by Garnell Jamison, Kenneth L. Johnson. (Schooler, Scott) (Entered: 07/03/2019)
07/03/2019	<u>20</u>	<b>Motion</b> for leave to File Answer, <i>Instanter</i> filed by Garnell Jamison, Kenneth L. Johnson. (Related document(s) <u>1</u> ). (Attachments: # <u>1</u> Pleading Answer) (Schooler, Scott) (Entered:

8/7/2019

Northern District of Ohio

		07/03/2019)
07/03/2019	<a href="#">21</a>	<b>Opposition to <u>17</u> Motion</b> for default judgment <i>against Defendants Kenneth Johnson and Garnell Jamison, filed by Garnell Jamison, Kenneth L. Johnson. (Schooler, Scott)</i> (Entered: 07/03/2019)
07/10/2019	<a href="#">22</a>	<b>Reply</b> in support of <u>17</u> Motion for default judgment <i>against Defendants Kenneth Johnson and Garnell Jamison, and Opposition to <u>20</u> Motion</i> for leave to File Answer, Instanter, filed by Brian Coffey. (Attachments: # <u>1</u> Exhibit 1 - Cuyahoga County Auditor Printout, # <u>2</u> Exhibit 2 - Cuyahoga County Criminal Docket Printout, # <u>3</u> Exhibit 3 - Cleveland.com November 19, 2018 Story, # <u>4</u> Exhibit 4 - Cleveland.com June 13, 2019 Story)(Perlmutter, Scott) (Entered: 07/10/2019)
07/30/2019	<a href="#">23</a>	Settlement Notice <i>Agreement of Settlement and Release</i> filed by Buckeye Shaker Square Development Corporation, John Hopkins. (Buckley, Brent, s/ by Elizabeth A. Crosby). Modified on 8/5/10, filer notified that s/signature should be same as filer (H,SP) (Entered: 07/30/2019)
08/01/2019	<a href="#">24</a>	<b>Order</b> denying Defendant's Motion for Leave to File Answer Instanter (Related Doc # <u>20</u> ). Judge Christopher A. Boyko on 8/1/2019.(W,CM) (Entered: 08/05/2019)

<b>PACER Service Center</b>			
<b>Transaction Receipt</b>			
08/07/2019 10:21:49			
<b>PACER Login:</b>	ff0294:2548742:0	<b>Client Code:</b>	
<b>Description:</b>	Docket Report	<b>Search Criteria:</b>	1:18-cv-02675-CAB
<b>Billable Pages:</b>	4	<b>Cost:</b>	0.40